Terms and Conditions of Sale and Delivery

The terms and conditions of sale and delivery define the agreement between the Company as Buyer and Prisvogter ApS CVR: 40 18 81 69 as Seller. For inquiries, our Customer Service can be contacted at +45 42 67 16 00.

1. Terms of Agreement

The Seller's terms of agreement apply to the Prisvogter.dk solution unless other individual terms have been agreed upon.

2. Prices

Prices and terms are stated on the website prisvogter.dk or agreed upon individually. Prices are adjusted annually in January based on the Consumer Price Index. Prices in the price list are exclusive of VAT.

3. Start and Additions

For new registrations or the addition of multiple webshops/feeds to Prisvogter, the Seller tests whether the solution works correctly before the data is activated and ready for use. This typically takes 24–48 hours on weekdays. The Seller cannot guarantee that new webshops can be added to the solution.

4. Payment and Delivery Terms

The Buyer has a seven-day payment deadline. All invoices are sent via email.

5. Breach of Agreement

In the event that one of the parties breaches this agreement, the aggrieved party may terminate the agreement. This can be done by contacting the Seller in writing at support@prisvogter.dk. The Seller always strives to ensure that the Buyer's solution operates optimally. It is the Buyer's responsibility to inform the Seller of any changes affecting the solution. In the event of a breach of payment terms, Prisvogter will close the solution immediately, and unpaid amounts – including payment for the notice period – will be sent to debt collection.

6. Compensation

Compensation for breach of agreement is determined according to the general rules of

Danish law. The Seller is not liable for the Buyer's operational losses or indirect losses under any circumstances. Similarly, the Buyer is not liable for the Seller's operational losses or indirect losses. However, this does not exempt the Buyer from liability if the Buyer deletes their solution, closes their website, or otherwise makes delivery impossible for the Seller. The Buyer is obligated to continue paying the normal invoicing price for Prisvogter until a similar delivery is achieved or until the Buyer terminates their solution.

7. Assignment

The Buyer is not entitled to transfer the agreement or parts thereof to a third party without the Seller's written consent.

8. Termination

Unless otherwise agreed, cooperation with Prisvogter can be terminated by the Buyer with three months' notice to the end of a month.

9. Confidentiality

Neither party may disclose information about the content of this agreement or its application to a third party without the consent of the other party, unless the information is required by a public authority.

11. Delivery Obstacles and Force Majeure

The Seller is not liable for damages or losses caused by errors or interruptions resulting from circumstances beyond the Seller's control, such as labor disputes, internet outages, government regulations, war, fire, power outages, theft, or other force majeure events. The party invoking force majeure must promptly notify the other party in writing about how long the situation is expected to last. If the force majeure situation persists for more than four weeks, either party is entitled to terminate the agreement.

12. Copyright

The Buyer is responsible for ensuring that the material retrieved via prisvogter.dk complies with Danish and EU legislation. The Buyer is also responsible for ensuring that the material can be legally retrieved. Any use of data retrieved via Prisvogter is the Buyer's responsibility, and the Buyer must indemnify Prisvogter against claims arising from the material made available to third parties.

13. Illegal Purposes

The Buyer may not include products on prisvogter.dk that contain racist, religious, provocative, erotic, counterfeit, pirated, or illegal items of any kind. Any violation will result in the immediate closure of the Buyer's solution, and the Buyer will receive a final invoice up to the end of the notice period.

14. Disputes

Any disputes between the parties shall be resolved in accordance with Danish law. Any disputes arising from this agreement shall be resolved under the rules of the Danish Arbitration Institute (Copenhagen Arbitration). Each party appoints an arbitrator, and the chairperson of the arbitration tribunal is appointed by the Institute. If a party fails to appoint an arbitrator within 30 days of receiving or submitting notice of arbitrator in accordance with the rules mentioned above. The arbitration will take place in the Seller's jurisdiction.

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